Sony Morbius
Competition Terms & Conditions
Schedule

Promotion	Sony Morbius Competition
Promoter	Nine Entertainment Co. Pty Ltd ABN 59 122 205 065 of 1 Denison Street, North Sydney, NSW 2060
Promotional Period	**Start Date:** 22/12/2021 at 10:00am AEDT
	End Date: 25/03/2022 at 10:00am AEDT
Eligible entrants	Permanent residents of NSW, VIC, QLD, SA & WA aged 18 years and over who are not ineligible to enter the Promotion under clause 2 of the Terms and Conditions (**Entrants**)
Entry Method	1. Visit https://www.pedestrian.tv 2. Answer the question "*Tell Us How You'd Use Morbius' Powers & We Might Sling You Tix To See Jared Leto's New Flick"* 3. Enter all requested details including full name, age, State of residence and email address.
Maximum Entries	Maximum of one (1) entry per Entrant during the Promotional Period.
Winner Determination	Game of Skill. Chance plays no part in determining the Winners. Judging will take place by the Promoter at Level 1, 66 Wentworth Ave, Surry Hills 2010 on 19/01/2022 at 12 midday AEDT. The Winners will be the Entrants who have most creatively answered the promotional question. The Promoter reserves the right to select additional reserve entries that it determines to be the next best, and record them in order of merit, in case of an invalid entry or ineligible Entrant.
Number of Winners	150 (30 in each State group of NSW, VIC, QLD, SA & WA)
Winner Notification	The Winners will be notified by email.
Prize/s	Entries will be divided into State groups as follows: NSW, VIC, QLD, SA & WA. Each State group will have 30 x double passes to be won. Each double pass is for a screening of "Morbius" to be held on 30/03/2022 at 6.30pm local time at the below locations. Value of each double pass is $50. **Locations:** NSW Wednesday, March 30, 2022 6.00pm arrivals for 6.30pm film start Event Cinemas George St 505-525 George St, Sydney NSW 2000 VIC Wednesday, March 30, 2022 6.00pm arrivals for 6.30pm film start Hoyts Melbourne Central Cnr Swanston & Latrobe St, Melbourne VIC 3000 QLD Wednesday, March 30, 2022 6.15pm arrivals for 6.45pm film start

	Reading Cinemas Newmarket 400 Newmarket Rd, Newmarket QLD 4051 SA Wednesday, March 30, 2022 6.00pm arrivals for 6.30pm film start Event Cinemas Marion Level 3, Westfield Marion, 297 Diagonal Rd, Oaklands Park SA 5046 WA Wednesday, March 30, 2022 6.00pm arrivals for 6.30pm film start Hoyts Carousel 1382 Albany Hwy, Cannington WA 6107 Each Winner and their guest must be available to attend the respective screening events as outlined above. Each Winner and guest must make their own way to and from the screening event. If the screening event is cancelled, the winner will receive 2 double in-season passes to see “Morbius” in cinemas. In the event that for any reason whatsoever the prize winners do not or are not able to take the prizes at the time stipulated by the Promoter for any reason, including but not limited to COVID-19, the prize will be forfeited by the winner and cash will not be awarded in lieu of the prize. Prizes are not transferable or exchangeable and cannot be taken as cash. Winner(s) cannot change, vary, substitute or extend any element of the prize (in whole or in part). Entrants must be able to comply with all State Government health orders and venue requirements in place as at the time of the prize in order to redeem the prize and gain entry into the venue (including applicable requirements vaccination status and providing proof of same). Entrants are advised to check relevant State Government health guidance and venue information prior to entering this Promotion.
Total Prize Pool	$7500 ($1500 per State Group).

Terms and Conditions

Entry into the Promotion

1 The Schedule above and all other entry instructions and prize information published by the Promoter form part of these Terms and Conditions. Each Entrant agrees and acknowledges that they have read these Terms and Conditions (and Schedule) and that entry into the Promotion constitutes acceptance of these Terms and Conditions (and Schedule). All capitalised terms used in these Terms and Conditions have the meaning given in the Schedule, unless stated or as the context otherwise provides.

2 Entry is not open to:

a) directors, management, employees, officers and contractors of:
   i. the Promoter,
   ii. any related bodies corporate of the Promoter; and
   iii. the agencies and companies associated with the Promoter or the Promotion; and

b) a spouse, de facto spouse, partner, guardian, parent, child or sibling (whether natural or by marriage or adoption) of any person set out in clause 2a).

3 Entries must be received by the Promoter during the Promotional Period. All entries are deemed to be received at the time of receipt by the Promoter, not the time of transmission by the Entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.

4 Entrants may submit entries up to the Maximum Entries.

5 Entry into the Promotion via social media, promotional website or email is free. However, any costs associated with accessing the relevant social media platform, promotional website or email service are the responsibility of each Entrant and dependent on the internet service provider used.

6 All entries to the Promotion may be subject to verification by the Promoter. Entrants must, within seven (7) days of being asked and at the Promoter's cost, allow the Promoter to inspect and copy any documents that the Promoter may request establishing eligibility to enter the Promotion, including but not limited to receipts, evidence of age, residence and identity. The Promoter may decide in its sole discretion which documents are considered suitable for establishing eligibility to enter or win. If a Winner cannot provide suitable proof of eligibility to the Promoter's satisfaction, they forfeit their Prize in whole and no substitute or compensation will be offered.

7 The Promoter may, at its absolute discretion, declare any or all entries made by an Entrant to be invalid if the Entrant:

a) fails to establish their entitlement to win the Promotion to the Promoter's satisfaction; or
b) fails to produce items as required by these Terms and Conditions or produces items that appear to be illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
c) appears, to the Promoter, to have tampered with, or benefited from tampering with, the entry process; or
d) has submitted an entry that is not in accordance with these Terms and Conditions; or
e) has, in the opinion of the Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion or Promoter.

Entry material

8 Entries must be submitted in accordance with the Entry Method and must not be: incomplete; incomprehensible; unlawful or capable of violating any law or giving rise to a civil action; obscene; defamatory or libellous; threatening or harassing; pornographic or contain nudity; hateful; offensive; incite or be capable of encouraging conduct that would be considered a criminal offence; and in violation of the terms and conditions of the relevant social media platform used to enter the Promotion.

9 Entrants warrant that their entry is their own original work, it is not copied in any manner from any other work, and it does not infringe the copyright, moral rights, trade mark rights or any other rights of any third party.

10 All entries immediately become and remain the property of the Promoter. The Promoter reserves the right to use, reproduce, distribute, prepare derivative works of and display the entry material (and authorise others to do the same) for the purposes of conducting and promoting the Promotion, awarding the Prize and advertising and marketing the Promoter or the Promotion and/or future promotions on all media now known or later devised, in perpetuity.

11 By entering the Promotion, Entrants consent to any use of their entry by the Promoter which may otherwise infringe an Entrant's moral rights in the entry material, including (without limitation), exercising any of the rights in the entry material without identifying the Entrant, and using the entry material in any way that the Promoter sees fit, even if it results in derogatory treatment of the entry material (as defined in the *Copyright Act1968* (Cth)).

12 Each Entrant warrants that:

a) they have the full power and capacity to grant the rights, warranties and consents set out in these Terms and Conditions;

b) they will fully indemnify the Promoter against any loss or damage suffered by the Promoter:

i. if any of the warranties given by the Entrant are false;

ii. as a result of any breach of these Terms and Conditions by the Entrant; and

c) they have express consent from each person appearing in the entry material (or if a person appearing in the entry material is under the age of 18 from that person's parent or legal guardian) and the owner of any private property (including any items, objects or real property) appearing in the entry material.

Winners

13 The Number of Winners will be determined from all valid and eligible entries received during the Promotional Period in accordance with the Winner Determination. The Winner/s will receive the Prize/s.

14 The Winner/s will be notified in accordance with the Winner Notification.

15 All reasonable attempts will be made to contact the Winner/s. Subject, where relevant, to any direction given under the relevant State/Territory permit regulations, if a Prize is forfeited for any reason, that Prize will be awarded to the next best entry.

Prize terms

16 All Prize values are correct and based on the recommended retail value at the Start Date of the Promotion.

17 If a Prize or any part of a Prize is unavailable for any reason, the Promoter will, in its absolute discretion, substitute the Prize with another item of no lesser retail value.

18 Unless expressly stated as being included in the Prize/s, all other costs and expenses associated with taking the Prize/s become the responsibility of Winner/s, including but not limited to all other incidental and ancillary costs incurred by Winner/s as a direct or indirect result of using the Prize.

19 Prizes cannot be refunded or exchanged and, except as expressly permitted by these Terms and Conditions, cannot be taken as a monetary payment.

20 Prizes may be transferred at the Promoter's sole discretion. If the Promoter exercises its discretion to allow a Winner to transfer their Prize, the transfer will be on the condition that the transferee accepts these Terms and Conditions and the Promoter may require such acceptance in writing at its absolute discretion.

21 Prizes may not, without the prior written consent of the Promoter, be resold or offered for resale at a premium (including via online auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. If a Prize is sold or used in breach of this condition, the Promoter may, at its absolute discretion, withdraw the Prize. Where a Prize has been withdrawn in accordance with this clause, no refund, substitute or compensation will be offered and the Winner and any person who has purchased or otherwise bears that ticket will be refused entry.

22 Winner/s should seek independent financial advice at the Winner's sole expense regarding any tax implications relating to the Prize/s or acceptance of the Prize/s.

23 Prizes cannot be used in conjunction with any other discounts or special offers.

24 Each Prize will be awarded to the person named in the winning entry (as judged in accordance with the Winner Determination).

25 Each Prize will be awarded in the Promoter's sole discretion. The Promoter may invalidate any prize claim where the Winner has breached these Terms and Conditions or otherwise failed to comply with any requirement under these Terms and Conditions.

26 Voucher prizes are only valid for the period as advised by the Promoter and can only be redeemed in accordance with the terms and conditions applicable to the Prize (if any).

Publicity

27 By accepting a Prize, Winner/s and their guest/s agree that:

a) if requested by the Promoter, the Winner/s and their guest/s will:
   i. provide comments about the Promotion and/or a photo or audio-visual clip of themselves; and
   ii. participate in any promotional activity in connection with the Promotion or the Prize;
b) the Promoter may use their name, image, comments, photographs or audio-visual clips (**Materials**) for publicity and promotional purposes in any form of media, without reference or compensation to the Winner/s and their guest/s or any other person;
c) the Promoter may use, reproduce, edit and communicate to the public the Materials at any time in any form of media;
d) the Promoter may license, authorise or otherwise transfer the rights in the Materials to others to do the same; and
e) the Winner/s and their guest/s unconditionally and irrevocably consent to any act or omission that would otherwise infringe any of their moral rights in the Materials and waive all moral rights in the Materials.

Use of social media

28 The following terms apply to the extent that the Promotion is conducted on, advertised or promoted on a social media platform owned by a third party (**Platform Operator**):

a) each Entrant acknowledges and agrees that the Promotion is in no way sponsored, endorsed or administered by, or associated with, any Platform Operator.
b) each Entrant releases each Platform Operator and its associated companies from all liabilities arising in respect of the Promotion;
c) to the extent relevant to the Promotion, the Promoter agrees and each Entrant must agree to adhere to the prevailing terms and conditions of each Platform Operator;
d) Entrants understand that they are providing their information to the Promoter and not to the Platform Operator;
e) Entrants are solely responsible and liable for any content or information they transmit to other users of the Platform Operator; and
f) any questions, comments or complaints about the Promotion must be directed to the Promoter not the Platform Operator.

Limitation of liability

29 Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010*, as well as any other implied warranties under the *Australian Securities and Investments Commission Act 2001* or similar State and Territory consumer protection laws (**Non-Excludable Guarantees**). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter, its associated agencies and companies and those agencies and companies associated with or involved in the Promotion (including each of their respective directors, officers, employees, servants, contractors and agents past and present) exclude all liability (including negligence), for any personal injury or death; or any loss or damage; whether direct, indirect, special or consequential (including loss of opportunity and loss of profit), arising in any way out of the Promotion or the Prize/s.

30 Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter, its associated agencies and companies and those agencies and companies associated with or involved in the Promotion (including each of their respective directors, officers, employees, servants, contractors and agents past and present) is not responsible for and excludes all liability (including negligence), for any personal injury or death; or any loss or damage; whether direct, indirect, special or consequential (including loss of opportunity and loss of profit), arising in any way out of:

a) any technical difficulties or equipment malfunction (whether under the Promoter's control);
b) any incorrect or inaccurate information, caused either by users, by any of the equipment or programming associated with or used in connection with the Promotion, or by any technical error that may occur in the course of the Promotion;

c) any delays or failures in any telecommunications services or equipment;
d) any error, omission, interruption, deletion, defect, delay in operation or transmission, theft, destruction, unauthorised access or third party interference;
e) any entry or prize claim that is late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted, altered, damaged or misdirected (whether after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
f) any variation in Prize value to that stated in these Terms and Conditions;
g) any tax liability incurred by a Winner or Entrant;
h) if a Prize or any part of a Prize is unavailable for any reason; or
i) use of the Prize/s.

31 If a Prize is to be delivered directly to a Winner by a third party supplier, the Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the Prize, any loss or damage to the Prize, any delay or failure relating to the Prize itself or failure by the third party supplier to meet any obligations in these Terms and Conditions or otherwise.

General

32 The Promoter reserves the right to take any action necessary in its sole discretion at any time, as appropriate.

33 If there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each Entrant and no correspondence will be entered into.

34 Prize/s and participation in this Promotion may be subject to additional terms and conditions imposed by third parties. Entrants and Winners must comply with any such additional terms and conditions. The Promoter does not accept any responsibility and is not liable for any additional conditions imposed on the taking of a Prize or participation in the Promotion. The terms and conditions which apply to a Prize at the time it is issued to a Winner will prevail over these Terms and Conditions, to the extent of any inconsistency.

35 If for any reason any aspect of this Promotion is not capable of running as planned, including, without limitation, by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure, acts of God, civil unrest, strike, war, act of terrorism or any other cause beyond the control of the Promoter, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a Prize, as appropriate.

36 Any attempt to cause damage to any website or the information on any website associated with this Promotion or to otherwise undermine the fair and legitimate operation of this Promotion may be a violation of criminal and civil laws. The Promoter reserves the right to seek damages in the fullest extent permitted by law if any such attempt is made, whether that attempt results in any such damage, interference or undermining.

37 These Terms and Conditions are governed by the laws of New South Wales.

38 Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

39 These Terms and Conditions and the Schedule constitute the entire terms and conditions between each Entrant and the Promoter with respect to the Promotion. The Promoter may alter, modify, or amend these Terms and Conditions and the Schedule, as appropriate.

Privacy

40 The Promoter is bound by the Australian Privacy Principles in the *Privacy Act 1998*. The Promoter will collect Entrants' personal information in connection with this Promotion and will use and handle the personal information in accordance with these Terms and Conditions and the Promoter's Privacy Policy at https://nine.com.au/privacy. The Promoter's Privacy Policy contains information regarding:

(a) how Entrants may access or correct any of their personal information collected by the Promoter; and

(b) how Entrants may lodge a complaint with the Promoter for a breach of any Australian Privacy Principle (**APP**) or APP code, and how the Promoter will action such complaint.